

**SUPPLEMENT TO THE MPEA MASTER AGREEMENT**  
**For Certain Employees Of The**  
**Health Resources Division**  
**Public Health and Safety Division**  
**Quality Assurance Division**  
**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

Each of the provisions listed below supersede similar provisions contained in the MPEA Master Agreement:

**A. PROBATIONARY PERIODS**

The probationary period for employees classified as health care facility surveyors in the quality assurance division will last for one year. The Employer will provide written performance appraisals for these employees every three months during their probationary periods. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer.

**B. WORK HOURS**

Employees classified as quality control reviewers and claims examiners will operate on a 40-hour week instead of an eight-hour work day.

**C. COMPENSATORY TIME**

Compensatory time for bargaining unit employees may be accumulated to a maximum of 120 hours. Compensatory time in excess of 120 hours will be paid at time and one-half the employee's regular rate of pay.

**D. REST BREAKS**

One rest break of a normal duration will be granted during the first four hours of work and one rest break of a normal duration will be granted during the second four-hour work period. In no case will the rest breaks be used to extend the lunch period or allow for early departure.

**E. LABOR-MANAGEMENT RELATIONS COMMITTEE**

1. The Employer and the Association agree to the establishment of a Labor-Management Relations Committee, one committee for each division. The purpose of this Committee is to discuss any item of concern to either party and to improve communications between the Employer and the members of the bargaining unit. The Committee will not, however, take the place of the grievance procedure outlined in Addendum B of the MPEA Master Agreement or the collective bargaining process.

2. The Labor-Management Relations Committee will be comprised of an equal number of representative from management and bargaining unit members; not to exceed five.
3. The Committee will meet in accordance with each committee's rules.
4. Bargaining unit members will receive paid release time to attend Labor-Management Committee meetings when scheduled during normal work hours. All parties agree that participation in LMC meetings will be encouraged and supported by both parties.
5. Prior to the scheduled Labor-Management Committee meetings, each party may submit to the other its agenda items or if required by the committee's rules. The agenda shall be limited to items of a group rather than individual concern that cannot easily be solved through established supervisory channels.
6. Meetings will be organized according to the processes outlined in each Committee's rules. Copies of the minutes will be reviewed and signed jointly.
7. Labor-Management Committee meetings may be canceled upon mutual agreement.

#### F. TRAINING

If an employee feels additional training is necessary for them to successfully perform their job duties, the employee is encouraged to contact their Supervisor to discuss what training methods are available.

#### G. ANNUAL LEAVE

Annual leave which is requested for a minimum of one week or greater shall be in writing and approved or denied within (10) working days. If the employee has not received a response within (10) working days they should follow the chain of command and contact the next highest management official who will resolve the issue within (5) working days. Reasons for denial of annual leave shall be provided to the employee in writing.

DATED this 22<sup>nd</sup> day of July 2016.

FOR: THE STATE OF MONTANA

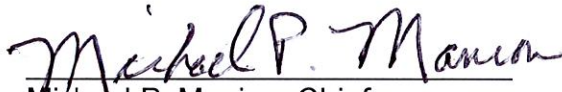
FOR: MONTANA PUBLIC EMPLOYEES  
ASSOCIATION



Richard H. Opper, Director  
Department of Public Health and  
Human Services



Quinton Nyman, Executive Director  
Montana Public Employees Association



Michael P. Manion, Chief  
State Office of Labor Relations




Robyn Trott, Field Representative  
Montana Public Employees Association



Holly Mook, Chapter Representative



Adam Stoll, Chapter Representative



Kim Venetz, Chapter Representative



## **Addendum A**

### **Broadband Pay Plan Provisions**

This agreement represents the parties' full and complete agreement for all provisions of the Broadband Pay Plan under the term of this contract.

#### **Section 1.** Across the Board Pay Adjustments

All employees covered by this collective bargaining agreement shall receive a \$.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2016 and a \$.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2017. The increases shall apply to the employee's base pay.

Further, in accordance with Section 2-18-303(4)(a)(i), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

#### **Section 2.** Health Insurance

The State of Montana agrees to increase the employer's share of the individual health contributions for group benefits by 10% (\$976 a month) from January 2016 through December 2016 and by 8% (\$1054 a month) from January 2017 through December 2017.

**Section 3.** Longevity. All of the calculations are base rates and not inclusive of longevity.

**Section 4.** Hiring rates. Employees new to state government will typically be hired at the entry for the occupation. In determining a new employee's hiring rate above entry, the Supervisor, or designee, shall consider criteria such as: the employee's job-related qualifications and competencies; existing salary relationships within the job class, band and work unit; department affordability; and the competitive labor market.

**Section 5.** Training Assignments. The Supervisor or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job for a period of time not to exceed one year. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay band.

**Section 6.** Market-based pay: Pay awarded to employees based on comparisons to how other employers compensate employees in similar jobs. Market-based comparisons consider not only base pay, but also other types of compensation and benefits having a definable dollar value. The Department may consider market-based pay adjustments on a case-by-case basis.

**Section 7.** Competency-based pay: Pay based on an assessment of an employee's job-related competence. The Department may consider competency based pay adjustments on a case-by-case basis.

**Section 8.** Results-based pay: Pay awarded to employees or employee teams based on accomplishments. Results-based pay may be awarded for specific outcomes or outputs. The Department may consider results based pay adjustments on a case-by-case basis.

**Section 9.** Strategic pay: Pay awarded to attract and retain key employees with competencies critical or vital to achievement of the Department's mission or strategic goals. The Department may consider strategic pay on a case-by-case basis.

**Section 10.** Situational pay: Pay based on circumstances that occur that are not encountered in either the majority of jobs in state government or jobs used to make market comparisons. It is intended to address difficulties in recruitment and retention. It may be considered when atypical requirements exist in a position, for example, unusual hours, extreme physical demands, or environmental hazards that are causing recruitment and retention problems. The Department may consider situational-based pay on a case-by-case basis.

**Section 11.** The union will be provided notification of all pay adjustments under the provisions in this addendum.

**Section 12.** When travel is part of the principal activity and within the course and scope of employment such travel time will be compensable time when in the pursuit of conducting business on behalf of the State. If such travel necessitates overnight lodging, compensable time shall end when checked into the lodging for the night's rest period and begin when checking out of the lodging. Travel will be considered to have ended when employees return to the designated point of origination.

Due to their personal safety, an employee may opt to stay overnight at a location greater than (50) miles away from the designated place of business with prior approval from the immediate Supervisor. Such requests will be kept confidential between the employee and management.



**PAY SCHEDULE A****QUALITY ASSURANCE DIVISION**

<b>Pay Band</b>	<b>Job Code</b>	<b>Title</b>	<b>Hourly Entry</b>	<b>Hourly Midpoint</b>	<b>Hourly Maximum</b>	<b>Annual Entry</b>	<b>Annual Midpoint</b>	<b>Annual Maximum</b>
5	131315	Insurance Claims Examiner	15.54	19.42	23.30	32,323.20	40,393.60	48,464.00
5	131415	Compliance Specialist	15.61	19.51	23.41	32,468.80	40,580.80	48,692.80
6	131416	Compliance Specialist	18.73	23.41	28.09	38,958.40	48,692.80	58,427.20
5	131915	Administrative Specialist	15.92	19.90	23.88	33,113.60	41,392.00	49,670.40
6	131916	Administrative Specialist	19.11	23.89	28.67	39,748.80	49,691.20	59,633.60
6	132136	Auditor	20.28	25.35	30.42	42,182.40	52,728.00	63,273.60
6	171116	Architect	20.73	25.91	31.09	43,118.40	53,892.80	64,667.20
7	231237	Hearings Officer	22.42	28.02	33.62	46,633.60	58,281.60	69,929.60
5	299115	Occupational Health Safety Specialist	18.02	22.53	27.04	37,481.60	46,862.40	56,243.20
6	299116	Occupational Health Safety Specialist	21.62	27.03	32.44	44,969.60	56,222.40	67,475.20
6	299156	Facility Surveyor	21.99	27.49	32.99	45,739.20	57,179.20	68,619.20
3	434313	License Permit Technician	10.81	13.51	16.21	22,484.80	28,100.80	33,716.80
4	434314	License Permit Technician	12.97	16.21	19.45	26,977.60	33,716.80	40,456.00
4	434654	Eligibility Technician	15.86	19.82	23.78	32,988.80	41,225.60	49,462.40
3	436113	Administrative Assistant	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40
4	436114	Administrative Assistant	13.75	17.19	20.63	28,600.00	35,755.20	42,910.40

**PAY SCHEDULE B**  
**PUBLIC HEALTH AND SAFETY DIVISION**

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
5	131235	Program Specialist	16.48	20.60	24.72	34,278.40	42,848.00	51,417.60
5	131315	Insurance Claims Examiner	15.54	19.42	23.30	32,323.20	40,393.60	48,464.00
5	131415	Compliance Specialist	15.61	19.51	23.41	32,468.80	40,580.80	48,692.80
6	131416	Compliance Specialist	18.73	23.41	28.09	38,958.40	48,692.80	58,427.20
6	131536	Emergency Management Specialist	16.11	20.14	24.17	33,508.80	41,891.20	50,273.60
5	132915	Financial Specialist	14.75	18.44	22.13	30,680.00	38,355.20	46,030.40
6	132916	Financial Specialist	17.70	22.13	26.56	36,816.00	46,030.40	55,244.80
5	151215	Computer Programmer	16.51	20.64	24.77	34,340.80	42,931.20	51,521.60
6	151516	Computer Systems Analyst	22.60	28.25	33.90	47,008.00	58,760.00	70,512.00
4	151914	Data Control Technician	14.96	18.70	22.44	31,116.80	38,896.00	46,675.20
5	151915	Data Control Specialist	17.95	22.44	26.93	37,336.00	46,675.20	56,014.40
6	152316	Operations Research Analyst	21.86	27.33	32.80	45,468.80	56,846.40	68,224.00
7	191417	Epidemiologist	24.46	30.58	36.70	50,876.80	63,606.40	76,336.00
5	211615	Health Education Specialist	14.17	17.71	21.25	29,473.60	36,836.80	44,200.00
6	211616	Health Education Specialist	17.00	21.25	25.50	35,360.00	44,200.00	53,040.00
6	211626	Health Program Representative	17.79	22.24	26.69	37,003.20	46,259.20	55,515.20
6	291316	Dietitian Nutritionist	18.18	22.72	27.26	37,814.40	47,257.60	56,700.80
6	299136	Health Sanitarian	19.30	24.13	28.96	40,144.00	50,190.40	60,236.80
4	433314	Accounting Technician	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40
3	436113	Administrative Assistant	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40
4	436114	Administrative Assistant	13.75	17.19	20.63	28,600.00	35,755.20	42,910.40



**PAY SCHEDULE C**  
**HEALTH RESOURCES DIVISION**

Pay Band	Job Code	Title	Hourly Entry	Hourly Midpoint	Hourly Maximum	Annual Entry	Annual Midpoint	Annual Maximum
5	131315	Insurance Claims Examiner	15.54	19.42	23.30	32,323.20	40,393.60	48,464.00
6	131416	Compliance Specialist	18.73	23.41	28.09	38,958.40	48,692.80	58,427.20
6	131896	Grants Contracts Coordinator	18.27	22.84	27.41	38,001.60	47,507.20	57,012.80
5	131915	Administrative Specialist	15.92	19.90	23.88	33,113.60	41,392.00	49,670.40
6	131916	Administrative Specialist	19.11	23.89	28.67	39,748.80	49,691.20	59,633.60
7	132917	Financial Specialist	21.25	26.56	31.87	44,200.00	55,244.80	66,289.60
6	151416	Computer Support Specialist	22.17	27.71	33.25	46,113.60	57,636.80	69,160.00
5	211235	Social Services Specialist	14.82	18.52	22.22	30,825.60	38,521.60	46,217.60
6	211236	Human Services Specialist	16.15	20.19	24.23	33,592.00	41,995.20	50,398.40
5	211615	Health Education Specialist	14.17	17.71	21.25	29,473.60	36,836.80	44,200.00
6	211616	Health Education Specialist	17.00	21.25	25.50	35,360.00	44,200.00	53,040.00
6	211626	Health Program Representative	17.79	22.24	26.69	37,003.20	46,259.20	55,515.20
3	434513	Customer Service Assistant	10.75	13.44	16.13	22,360.00	27,955.20	33,550.40
3	436113	Administrative Assistant	11.46	14.32	17.18	23,836.80	29,785.60	35,734.40
4	436114	Administrative Assistant	13.75	17.19	20.63	28,600.00	35,755.20	42,910.40